

PREPARED BY AND RETURN TO:  
American Title Company, Inc.,  
65 Germantown Court Suite 107  
Cordova, TN 38018

901-624-6112

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX  
PURPOSES IS \$14,200.00

8/16/06 11:41:39  
BK 2,542 PG 597  
DESDTO COUNTY, MS  
W.E. DAVIS, CH CLERK

## SECOND DEED OF TRUST

This Deed of Trust, made this 10th day of August, 2006 is from **Jody Brown** \*AKA Jody L. Brown and wife, **Tammy Brown** (the "Borrower") to secure obligations owed to **Larry Meinders and wife, Gloria Meinders** (the "Holder/Lender") and **American Title Company, Inc** as Trustee.

Borrower, in consideration of the indebtedness herein recited, and for other good and valuable consideration, the receipt and sufficiency of which are hereto acknowledged, has this day bargained and sold and does hereby transfer and convey to Trustee the following described real property (the "Property") located in **Desoto County, Mississippi**:

### See Legal Description

**Property address known as: 6006 Oakridge Drive, Olive Branch, MS 38654  
Desoto County, Mississippi**

TO HAVE AND TO HOLD the property to the above named Trustee, and his successors and assigns forever. We covenant and bind ourselves and our heirs and representatives to warrant and defend the title to said property to the said Trustee, and his or her successors in trust, and his/her assigns, forever, against the lawful claims of all persons.

This conveyance is made in trust for the following uses and trusts and for no other purpose:

To secure the payment to **Larry Meinders and wife, Gloria Meinders** and/or their successors and assigns, of a certain Promissory Note of even date herewith executed by the undersigned, in the original principal amount of **\$14,200.00 (Fourteen Thousand Two Hundred Dollars and No Cents)**, plus attorneys' fees and other sums payable there under, and all extensions, renewals and modification thereof, which if not sooner paid, shall be entirely due and payable on or before on **09/01/2011**.

No part of subject property or any interest therein shall be subdivided, sold or transferred by the undersigned without prior written consent and approval of the owner and holder of indebtedness secured herein. If all or any part of the Property or any interest in it is subdivided, sold or transferred without holder's prior written consent, holder may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

Now if we shall pay the debt aforesaid when due, according to the terms of said Promissory Note, then this instrument is to be of no further force or effect. However, if we fail to pay the said sum of money when due as aforesaid, or any part of said sum, according to the terms above expressed, then all of the indebtedness hereby secured shall, at the option of the owner and

Am. Title

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holder thereof, and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect, and said Trustee, or his/her successor in trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three (3) publications in **Desoto County, Mississippi**, to sell said property at the Courthouse door in said County, to the highest bidder for cash, and free from the statutory right of redemption, equity of redemption, homestead, dower, statutory and elective rights, and all other exemptions of every kind, all of which are hereby expressly waived, and the said Trustee or successor in trust, is authorized to make a deed to the purchaser. The owner and holder of the indebtedness herein secured may bid at any sale under this conveyance. We agree that the Trustee may, at any time after default in payment or principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by said Trustee.

And we agree to keep all the buildings on said property insured by some reliable fire insurance company or companies for the maximum insurable amount until the debt herein secured is fully paid, and to have the loss payable on the policy to the beneficiary hereunder, or the Trustee, for the benefit of the owner and holder of the debt herein secured. We agree to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due. And in case we fail to do either, then said Trustee, or the owner and holder of the debt herein secured, may do either and charge and treat amount so expended as a part of the debt herein secured.

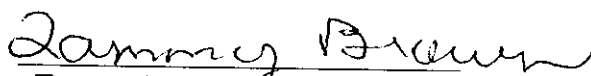
In case of sale under Deed of Trust, the proceeds shall be applied by the Trustee:  
 First – to pay all costs and charges of executing this trust, including attorneys' fees and the expenses of any litigation, which may arise on account of the execution and enforcement on this trust.  
 Second – to pay all unpaid taxes and assessments on the property secured herein.  
 Third – to pay said debt, or any balance thereof, then remaining unpaid.  
 Fourth – the residue shall be paid to the undersigned or order.

And in the case of the death, absence, inability, or refusal to act of the said Trustee at any time when action under the foregoing powers and trust may be required, the owner and holder of the debt herein secured is hereby authorized to name and appoint a successor to execute this trust.

In the event of a sale of said property under and by virtue of this trust, the undersigned, and all persons holding under them, shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed of such purchaser, said tenancy to be terminated at the option of said purchaser upon five (5) days' written notice.

It is further agreed that the said Trustee, or successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

  
 Jody Brown AKA Jody L. Brown

  
 Tammy Brown

STATE OF TENNESSEE

COUNTY OF Shelby\*AKA Jody L. Brown

Personally appeared before me, the undersigned, a Notary Public of the state and county aforesaid, **Jody Brown and wife, Tammy Brown** with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he/she/they executed the within instrument for the purposes therein contained as their free act and deed.\*

Witness my hand and official seal this 10th day of Aug. 2006.

My Commission expires \_\_\_\_\_



[Signature]  
Notary Public

\*Who also acknowledges the execution of the same to be their free act and deed. Witness my hand and official seal.

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**(LEGAL DESCRIPTION)**

**Lot 3, Oak Ridge Subdivision, Section 34, Township 1 South, Range 6 West, Plat Book 50, Page 14, in the Register's Office for Desoto County, Mississippi which plat reference is hereby made for a more particular description of said property.**

**Being the same property conveyed to Larry L. Meinders and wife, Gloria J. Meinders by deed from Lem Adams, III Substitute Trustee filed for record in Book 527, Page 141, Register's Office for Desoto County Mississippi, dated 4/19/06.**

**Property address known as: 6006 Oakridge Drive, Olive Branch, Mississippi 38654, Desoto County**

NOTE: Jody L. Brown is AKA Jody Brown.